

# THE WEITZ LAW FIRM, P.A.

Bank of America Building  
18305 Biscayne Blvd., Suite 214  
Aventura, Florida 33160

February 14, 2020

## VIA CMM/ECF

Honorable Judge Colleen McMahon  
United States District Court  
Southern District of New York  
500 Pearl St., Courtroom 24A  
New York, NY 10007-1312

*2/18/2020*  
*Either he leaves only*  
*provided to Mr. Weitz*  
*by 2/28/2020, or*  
*I will entertain a full*  
*motion for default judgment*  
*to hold*  
*Mr. DeMaio's*  
*"difficult"*  
*client's*  
*principles in*  
*amendment*  
*W*

Re: **Velasquez v. Kiner's Corner LLC, d/b/a Two Boots Pizza, et al.**  
**Case 1:18-cv-10969-RWS**

Dear Judge McMahon:

**MEMO ENDORSED**

The undersigned represents the Plaintiff in the above-captioned case matter.

At the January 10, 2020 Initial Pretrial Conference, counsel for defendant/landlord George Papadopoulos, John DeMaio, Esq., was ordered by Your Honor to provide undersigned Plaintiff's counsel with copies of the Leases for both the previous (Two Boots Pizza) and the present tenant entities (City Pizza) since he had openly stated that the Kiner's Corner LLC is an incorrectly named entity. However, despite more than five (5) separate written requests and several telephone calls over the past several weeks, Mr. DeMaio and/or his client has refused to provide copies of either of the two leases, claiming that his client is "a bit difficult" and even refusing to provide even the entity name for the previous Two Boots Pizza tenant. This inexcusable total lack of cooperation, despite this Court's order to provide both Leases, is severely delaying the Plaintiff's ability to timely and accurately amend the Complaint, as the Court has provided us with leave to do. Due to defendant/landlord's counsel's total lack of cooperation and refusal to provide even the correct entity name for Two Boots Pizza, Plaintiff has, to date, been unable to file its Amended Complaint for over a month. Therefore, Plaintiff and undersigned counsel seek the assistance of the Court in compelling the Defendant to promptly provide both Leases (or entity names) in accordance with Your Honor's Order at the Initial Pretrial Conference, as well as reimbursement for all associated attorney's fees and any sanctions the Court may deem appropriate.

Undersigned counsel has conferred with opposing counsel, who does not consent to this request to compel compliance, and who also abruptly disconnected the phone call during our conferral attempt. Thank you for your attention to this matter.

Sincerely,

THE WEITZ LAW FIRM, P.A.

By: /s/ B. Bradley Weitz  
B. Bradley Weitz, Esq. (BW9365)

